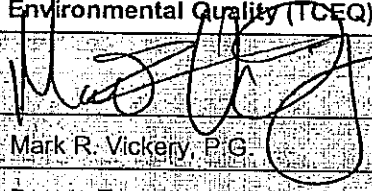
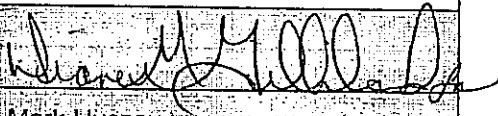
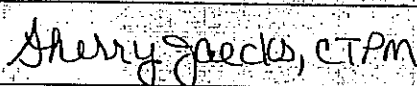


Attachment A

Texas Commission on Environmental Quality

**Inter-Governmental Cooperative Agreement
with
Federal, State and Local Governments and Agencies
Reimbursement
CONTRACT SIGNATURE PAGE**

Contract Name	Nonpoint Source Water Quality Implementation Grants	
Contract No.	582-8-77062	
Grantee	Texas AgriLife Research (Formerly Texas Agricultural Experiment Station)	
Grantee I.D. No.	35565565567000	
Maximum TCEQ Obligation: \$ 200,000.00	Contract effective date: Upon signature	Contract expiration date: 8/31/2010
<p>The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Grantee, a governmental body, agency, or political subdivision of: the United States (US), the State of Texas, another State of the US, or a local government enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperation Act, and the Texas Water Code § 5.229 (TCEQ General Contract Authority). The Parties agree: to be effective, the Contract must be signed by an authorized official of the TCEQ and the Grantee; as authorized by TCEQ, the Grantee will conduct Contract Activities as part of the its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards and this Contract; the Grantee is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by TCEQ for its own convenience with 30 days written notice.</p>		
This Contract has Federal Funds.		This Contract is a Grant.
Parties to the Contract:	Texas Commission on Environmental Quality (TCEQ)	Texas AgriLife Research (Grantee)
By (Authorized Signature)		
Printed Name:	Mark R. Vickery, P.G.	Mark Hussey
Title:	Deputy Executive Director	Director
Date of Signature:	5-1-08	3-20-08
Contract Manager Name	Jennifer Buratti	Clint Wolfe
Contact Numbers	(512) 239-4558	(972) 952-9635
Procurement and Contracts Representative		
Printed Name	Sherry Jaecks, CTPM	
Date	4/7/08	

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TCEQ GRANT AGREEMENT

THIS AGREEMENT is by and between the Texas Commission on Environmental Quality (hereinafter called TCEQ) and the Texas AgriLife Research (hereinafter called GRANTEE). The TCEQ and the GRANTEE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

- 1.1. The GRANTEE shall complete all Work as specified or indicated in the Contract Documents. The Work is described in the Scope of Work.

ARTICLE 2. CONTRACT TERM

- 2.1. This Agreement shall commence on its effective date which is the date of signature by the TCEQ's authorized signatory (found on page 1), and shall terminate on August 31, 2010. However, certain reporting requirements of this Agreement shall survive the termination of this Agreement. This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate and/or provide the funds necessary to perform pursuant to this Agreement, or on which the U.S. Congress, or the U.S. Environmental Protection Agency (hereinafter referred to as the "EPA") fails to appropriate and/or provide sufficient funds necessary to perform pursuant to this Agreement.

ARTICLE 3. TOTAL OBLIGATION AMOUNT

- 3.1. The total amount of this Agreement shall not exceed Three Hundred Thirty-Three Thousand Three Hundred Thirty-Four Dollars (\$333,334). The TCEQ will reimburse up to Two Hundred Thousand Dollars (\$200,000) of the GRANTEE's actual allowable and eligible costs of performing the Work, contingent upon the GRANTEE's providing and documenting 40% matching funds or in-kind contributions totaling One Hundred Thirty-Three Thousand Three Hundred Thirty-Four Dollars (\$133,334). Reimbursement will be made under the conditions set forth in the Contract Documents.
- 3.2. Payments to the GRANTEE shall at no time exceed 60% of the total allowable cost incurred by the GRANTEE under this Agreement.

ARTICLE 4. FUNDING AND LEGAL AUTHORITY

- 4.1. Source of Funds. This Agreement is funded wholly or in part by a cooperative agreement from the U.S. Environmental Protection Agency, hereinafter termed EPA, pursuant to the Federal Clean Water Act, 33 U.S.C.1251 et seq. Neither the United States nor the EPA nor any of its employees is a party to this Agreement or to any lower tier agreement.
- 4.2. Laws and Rules. This Agreement is subject to: (1) 40 Code of Federal Regulations (CFR), Parts 30, 31, 32, 34 and 35 as provided by 40 CFR 31.5; (2) the Texas Water Code, including without limitation, § 26.175 of the Texas Water Code; (3) the Uniform Grant and Contract Management Act, Texas Government Code, Section 783.001 et seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code, Section 5.141 et seq. (UGMS); (4) Chapter 2261, Texas Government Code (pertaining to cost reimbursement contracts); (5) Chapter 391 Local Government Code and implementation rules, and the Governor's Office of Budget and Planning

Rules (pertaining to costs only for entities defined as Regional Planning Councils, etc.); (6) Texas Government Code 556.0055 (pertaining to lobbying); (7) TCEQ rules and policies (pertaining to TCEQ contracts and grants), and other applicable Federal and State rules and statutes; (8) "Interagency Cooperation Act," Chapter 771, Government Code (as applicable); and (9) "Interlocal Cooperation Act", Chapter 791, Government Code (as applicable). The TCEQ and the GRANTEE agree that appropriate clauses, as applicable in the Code of Federal Regulations, apply to the EPA grant-eligible work to be performed under this Agreement and that these clauses supersede any conflicting provisions of this Agreement.

- 4.3. Legal Authority. The TCEQ certifies that it has the authority to contract for the above grant services by authority granted in the Current Appropriations Act and the Texas Water Code Sections 5.124 and 5.229.
- 4.4. The GRANTEE, by signature of this contract, certifies that it has the authority to enter this agreement and perform the activities set out in the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the TCEQ and the GRANTEE concerning the Work, consist of the following:

- 5.1. This Grant Agreement and Contract Signature Page (page 3)
- 5.2. Authorized Expense Budget (page 6)
- 5.3. Costs and Payments (page 7)
- 5.4. General Conditions (page 12)
- 5.5. Federal Conditions (page 23)
- 5.6. Scope of Work (page 29)
- 5.7. Exhibits
 - 5.7.1. Exhibit 1 - TCEQ Financial Status Report (Form 20248) & TCEQ Supplemental Forms 20248-1, 2, 3, and 4
 - 5.7.2. Exhibit 2 - Historically Underutilized Business (HUB) Progress Assessment Report (PAR) Form & Instructions
 - 5.7.3. Exhibit 3 - Contractor's Performance Evaluation Report Form & Category Descriptions
 - 5.7.4. Exhibit 4 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - 5.7.5. Exhibit 5 - Certification Regarding Lobbying
 - 5.7.6. Exhibit 6 - Disclosure of Lobbying Activities
 - 5.7.7. Exhibit 7 - Lobbying and Litigation Certification
 - 5.7.8. Exhibit 8 - Assurances
- 5.8. There are no Contract Documents other than those listed above in this Article. The Contract Documents may be amended, modified or supplemented only as provided in the General Conditions.
- 5.9. The following are documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: all written amendments and other documents amending, modifying, updating, or supplementing the Contract Documents pursuant to the General Conditions.

- 5.10.1 In the event of a conflict of terms, the Federal Conditions control; however, all contract provisions are subject to control by the latest and most specific provision and by the applicable state and federal laws, rules, and regulations.

ARTICLE 6. AUTHORIZED REPRESENTATIVES AND RECORDS LOCATION

TCEQ Project Representative

- 6.1. The person named below is the TCEQ Project Representative who is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests and deliverables must be addressed to the TCEQ Project Representative or his or her designee.

Jennifer Buratti, Contract Manager
Texas Commission on Environmental Quality
Monitoring Operations Division, MC-165
P.O. Box 13087
Austin, TX 78711-3087

Telephone No.: (512) 239-4558
Facsimile No.: (512) 239-4410
Email: jburatti@tceq.state.tx.us

GRANTEE Project Representative

- 6.2. The person named below is the GRANTEE Project Representative who is authorized to give and receive communications and directions on behalf of the GRANTEE. All notices and communications required or allowed under this contract to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee. Written notice of re-assignment of this duty shall be provided to the TCEQ.

Clint Wolfe, Grant and Program Coordinator
Texas AgriLife Research
17360 Coit Road, Dallas, TX 75252

Telephone No.: (972) 952-9635
Facsimile No.: (972) 952-9216
Email: c-wolfe@tamu.edu

Designated Location for Records Access and Review

- 6.3. The GRANTEE designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Texas AgriLife Research Contract and Grants
2147 TAMU
College Station, TX 77843-2147

Notices and Communication

- 6.4. The TCEQ Project Representative is authorized to give and receive communications and directions on behalf of the TCEQ. All communications including all payment requests and deliverables must be addressed to the TCEQ Project Representative, or his or her designee. The GRANTEE Project Representative is authorized to give and receive communications and directions on behalf of the GRANTEE. All notices and communications, required or allowed under this contract, to the GRANTEE will be addressed to the GRANTEE Project Representative or his or her designee. Written notice of re-assignment of this duty shall be provided to the TCEQ.

AUTHORIZED EXPENSE BUDGET

ARTICLE 1. AUTHORIZED EXPENSE BUDGET

- 1.1. The authorized expenses, acquisitions, or expenditures under this Agreement are as follows:

<u>Budget Category</u>	<u>Budget</u>
Personnel/Salary	\$ 76,261
Fringe Benefits ¹	22,326
Travel	2,976
Supplies	21,535
Equipment	0
Contractual	100,000
Other	6,000
Other - Third Party In-kind	0
Total Direct Costs	\$229,098
Authorized Indirect Costs²	<u>\$104,236</u>
TOTAL COSTS	\$333,334
Grantee Cost Share	<u>\$133,334</u>
TCEQ Share	\$200,000

1. Fringe benefits shall be reimbursed at actual costs and shall not exceed 30% of total direct personnel/salary costs for the term of the Agreement without written approval of the TCEQ Project Representative.
 2. The indirect rate currently authorized shall not exceed 45.5% of Modified Total Direct Costs (distribution base - \$229,098) for the term of the Agreement, subject to the provisions outlined in the Indirect Cost Rate section of this Article. The reimbursable indirect cost rate shall not exceed 15% of Modified Total Direct Costs; however, the difference between the authorized rate (currently, 45.5%) and the negotiated reimbursable rate of 15% may be counted toward the grantee's cost share.
- 1.2. **Budget Cost Categories:** The GRANTEE is responsible, throughout the term of this Agreement, for tracking and ensuring that expenditure amounts under this Agreement remain within the various budgeted cost categories set forth in this Article. If, after taking into consideration the requirements set forth in this Article, the GRANTEE determines that changes or adjustments to any of the current cost category amounts are likely to be necessary, the GRANTEE shall submit a Budget Revision Form to the TCEQ for review and approval.
- 1.3. **Grantee Cost Share:** Payments to the GRANTEE shall at no time exceed 60% of the total allowable cost incurred by the GRANTEE under this Agreement.
- 1.4. **In-kind Contributions:** The value of third party in-kind contributions (e.g. volunteer hours) must be pre-approved and cannot exceed the recipient's cost share.
- 1.5. All requests for the reimbursement of expenditures that fall within the *Other - Third Party In-kind Contributions* category of the Authorized Expense Budget shall be itemized by the GRANTEE on Supplemental Form 20248-4.

COSTS AND PAYMENTS

ARTICLE 1. COSTS

Applicable Cost Rules and Laws

- 1.2. Payments from the TCEQ to the GRANTEE are for reimbursement of the GRANTEE's actual allowable costs of the GRANTEE's performance. Actual costs include reasonable and necessary direct and indirect costs. Allowable costs are those deemed allowable by the TCEQ in accordance with the requirements of this Agreement
- 1.3. The GRANTEE agrees that it is the recipient of a grant of public funds and is not a vendor of goods and services within the meaning of Texas Government Code, Chapter 2251. Therefore, the provisions for interest on payments under that statute do not apply to this Agreement.

Allowable Costs

- 1.4. The TCEQ will reimburse the GRANTEE for those costs which are eligible for reimbursement in accordance with the Contract Documents. Costs are considered eligible for reimbursement when the TCEQ determines that the costs are reasonable, necessary, actual, and allowable costs of implementing the Work approved by the TCEQ in the Scope of Work. Costs must be included in the Scope of Work to be eligible for reimbursement.
- 1.5. **Duplication of Effort Prohibited:** In addition to the funds provided to the GRANTEE under this Grant Agreement, the TCEQ may provide funds to the GRANTEE under a separate Grant Agreement so that funds of two or more grants are to be provided to a single activity of the GRANTEE. The GRANTEE must monitor all activities to ensure that the grant funds complement one another and do not result in double payments for the same activity.
- 1.6. **Pre-approval of Unexpected Costs:** If the specific details of costs to be incurred are not already explained in the Approved Scope of Work, then prior to incurring those costs, the GRANTEE must submit a request detailing the costs and receive authorization from the TCEQ.
- 1.7. No payment shall be made under this Agreement, if making such payment would cause any of the following to occur:
 - 1.7.1. Any cost category, identified in the Authorized Expense Budget, that contains zero budgeted funds would show a deficit balance; or
 - 1.7.2. The total amount expended under this Agreement would exceed the "Total Obligation Amount" specified in this Agreement.
- 1.8. **Quality Assurance:** All work funded by this Agreement that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized data bases and information systems shall be planned in consultation with the TCEQ and be documented in a fully approved TCEQ Quality Assurance Project Plan (QAPP) before data collection can be implemented. No work covered by this requirement shall be implemented prior to receipt of written approval from the TCEQ. If this Agreement contains Federal Conditions, additional approval must be obtained from the U.S. Environmental Protection Agency (EPA) Project Officer. Any cost for environmental data acquisition incurred prior to approval of a QAPP by the TCEQ and, as necessary, the EPA, will be ineligible for reimbursement. Failure to meet the terms of the QAPP may result in the suspension of associated activities and reimbursement of expenses related to the associated activities.

- 1.9. **Personnel/Salary Expenses:** The GRANTEE must submit a Personnel Eligibility List (PEL) on a form provided by the TCEQ, prior to execution of the contract, to identify the personnel that will provide services under the contract. The GRANTEE shall update the PEL to identify any new staff added or removed during the contract period.
- 1.10. **Travel Expenses:** The TCEQ will not reimburse expenses for travel relating to the Work, including costs for vendors and subrecipients, that exceed State of Texas reimbursement rates for state employees. In addition, for travel expenses to be reimbursable, the individual incurring the travel expense(s) must be listed on the most recent Personnel Eligibility List (PEL). Travel by volunteers will not be reimbursed.
- 1.11. **Equipment Expenses:** The GRANTEE must submit a list of proposed equipment purchases on a form provided by the TCEQ, prior to execution of the contract. The GRANTEE shall update the equipment list to identify equipment purchased during the contract period.
- 1.12. **Contractual Costs:** In order for the GRANTEE's contractual costs to be eligible for reimbursement, the GRANTEE must engage in contractor selection in accordance with UGMS.
- 1.13. **Authority for Indirect Cost Rates:** The GRANTEE shall comply with OMB Circular A-87, A-21, A-122, or 48 CFR Part 31, as applicable, and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.
 - 1.13.1. **Indirect Cost Rate for Interagency Services:** The cost of services provided by a state agency to TCEQ may include allowable costs of the service plus a pro rata state share of the indirect costs. A standard indirect cost rate equal to ten percent (10%) of the direct salary and wage cost of providing the service may be used in lieu of determining the actual indirect costs of the service.
 - 1.13.2. **Negotiated Predetermined Rate:** The TCEQ and the GRANTEE may negotiate a predetermined indirect cost rate for the term of the contract where the cost experience and other pertinent facts available are deemed sufficient to enable the contracting parties to reach an informed judgment (1) as to the probable level of indirect costs in the GRANTEE'S programs during the term of the contract, covered by the negotiated rate, and (2) the amount allowable under that predetermined rate would not exceed the actual indirect costs. This rate is not subject to adjustment, unless it is determined unallowable costs were included.
 - 1.13.3. **Indirect Cost Rates for Regional Planning Commissions:** As provided by 1 TAC 5.86(f), a regional planning commission may not spend more than 15% of its total expenditures on indirect costs. Where an indirect cost rate exceeds 15%, the regional planning commission will credit each affected awarding agency by reducing indirect charges on a pro rata basis to the affected agencies in the subsequent fiscal year.

ARTICLE 2. PAYMENTS

- 2.1. All requests for reimbursement under this Agreement shall be submitted in accordance with the requirements set forth in this Article. Such submittals shall contain sufficient detail for audit thereof.

- 2.2. The TCEQ is not obligated to make payment until the request for reimbursement is approved by the TCEQ. Further, the TCEQ reserves the right to suspend, withhold, or revoke all or part of a payment or all payments as authorized by the Contract Documents.
- 2.3. If the requests for reimbursement do not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred costs, the TCEQ Project Representative may reject the request, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however such judgment must be reasonable.
- 2.4. The TCEQ may at any time before or after reimbursement, as necessary in its sole discretion, request additional evidence concerning costs.

Reporting Periods

- 2.5. The GRANTEE shall submit the reimbursement request documents thirty (30) days after the close of each quarter. The reporting periods shall correspond to the State of Texas fiscal year (September-November; December-February; March-May; June-August).

Timeliness of Costs

- 2.6. To be eligible for reimbursement under this Agreement, a cost must have been incurred during the time period of the contract and either paid by the GRANTEE prior to claiming reimbursement from the TCEQ or incurred by the last day of the time period indicated and liquidated no later than forty-five (45) days after the end of the time period indicated in Box 9 of the Financial Status Report. The TCEQ may refuse to reimburse, or revoke payment for, expenditures for which the GRANTEE submits a voucher and/or Financial Status Report more than sixty (60) days after the termination date of this Agreement.

Requests for Reimbursement

- 2.7. ***Required Forms:*** The GRANTEE, in order to obtain reimbursement for those expenditures authorized under this Agreement, shall submit, pursuant to the Scope of Work, a fully completed and legible:
 - 2.7.1. Financial Status Report (TCEQ 20248 Form);
 - 2.7.2. Supplemental TCEQ 20248(1-4) forms for those budget categories with expenses;
 - 2.7.3. Historically Underutilized Business (HUB) Progress Assessment Report (PAR) Form;
 - 2.7.4. Release of Claims (only with final reimbursement request); and
 - 2.7.5. Lobbying Certification if this Agreement contains Federal Conditions (only with final reimbursement request).
- 2.8. ***Financial Status Report (TCEQ 20248) Form:*** Each filed TCEQ Financial Status Report shall indicate for each budget category the GRANTEE'S project expenditures for the period, the cumulative expenditures with respect to each budget category, and the balance remaining in each budget category following reimbursement of the amount being requested. A Financial Status Report is required even if no expenses were incurred during a reporting period, or quarter.
- 2.9. ***Supplemental TCEQ 20248(1-4) Forms:*** The forms shall contain sufficient identification of, and information concerning, the costs incurred so as to enable the TCEQ to ascertain the eligibility of a particular expenditure and to enable subsequent audit thereof. The individual expenses shall be identified with respect to the major tasks or objectives set forth in the Scope of Work that such expenditures support or satisfy. When a single expenditure supports or satisfies more than one task or objective, the GRANTEE need not break down that particular expenditure by specific

contract task or objective, but may simply identify, in relative cost order, the various tasks or objectives supported.

- 2.10. **Historically Underutilized Business (HUB) Progress Assessment Report (PAR) Form:** The GRANTEE, when submitting payment requests, will report the level of subcontracting activity with Historically Underutilized Businesses (HUBs) as defined by State law. Such reports must be made on a Commission-provided HUB PAR Form.
- 2.11. **Release of Claims with Final Request for Reimbursement:** As a condition to final payment/settlement, the GRANTEE shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this contract.
- 2.12. **Lobbying Certification with Final Request for Reimbursement:** If this Agreement contains Federal Conditions, when the GRANTEE applies for final payment, the GRANTEE will certify on a written form provided by TCEQ that the GRANTEE has not used federal funds to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- 2.13. **Required Documentation:** When the GRANTEE is required to attach source documentation for a reimbursable cost, the documentation shall:
 - 2.13.1. be legible;
 - 2.13.2. identify the specific piece of equipment received or the services provided;
 - 2.13.3. clearly identify the vendor or subcontractor who provided the equipment or services; and
 - 2.13.4. confirm the reimbursable amount listed on the form.

The documentation shall consist of a dated invoice that shows the amount billed to the GRANTEE, any "past due" amount from previous invoices, and explanation of services provided. Although issued purchase orders and/or invoices marked "received/paid" are the preferred types of documentation for purposes of this section, the GRANTEE may substitute/attach other records or documents that provide the same type of information, such as a canceled check, or other evidence of payment. The GRANTEE shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

- 2.14. All requests for reimbursement of expenditures that fall within either the **Personnel/Salary** or **Travel** categories of the Authorized Expense Budget shall be itemized by the GRANTEE on Supplemental Form 20248-1.
 - 2.14.1. **Personnel/Salary:** All costs listed on Form 20248-1 must be documented with information that identifies the employee name, job title or position, salary for the period, and task numbers worked. The GRANTEE is expected to maintain signed time sheets (or other records that meet the requirements of OMB Circular A-21 which is applicable to Educational Institutions) that can serve to verify the total, overall hours of staff time being directly billed to this Agreement.
 - 2.14.2. **Travel:** All costs listed on Form 20248-1 must be documented with information that identifies the name of the traveler(s), dates of travel, purpose/location of travel, costs for meals, transportation, and lodging to substantiate the reported reimbursable costs. Documentation which must be maintained by the GRANTEE and made available during an on-site audit/monitoring visit, or upon request, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of GRANTEE-approved travel

vouchers, or other equivalent documentation, signed by the employees who traveled; and
(2) any travel-related expenses under this Agreement borne directly by the GRANTEE
(and for which reimbursement by the GRANTEE to the traveler was not required).

Provide separate receipts showing, at a minimum, the traveler's name, the travel location,
and the travel date(s). Travel by volunteers will not be reimbursed.

- 2.15. All requests for the reimbursement of expenditures that fall within either the *Supply* or *Other* categories of the Authorized Expense Budget shall be itemized by the GRANTEE on Supplemental Form 20248-2.
- 2.16. All requests for reimbursement of expenditures that fall within either the *Equipment* or *Contractual* categories of the Authorized Expense Budget shall be itemized by the GRANTEE on Supplemental Form 20248-3. In addition, the GRANTEE shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, documentation as specified in the *Required Documentation* paragraph in this section. An updated equipment inventory shall be attached to reimbursement requests with equipment purchases.

Vendor or Subgrantee Services Not Procured Using Price Competition: Information detailing the expenses incurred, as outlined in the 20248 and 202481-4 forms, shall be submitted along with an explanation of the services provided.

ARTICLE 3. FISCAL MONITORING

- 3.1. The TCEQ may conduct detailed desk and on-site reviews of expenses under this contract and will provide a written Monitoring Report describing all findings. The GRANTEE shall provide information to the TCEQ concerning action(s) that will be taken to correct any findings noted in the report. This response will include a schedule to bring any findings up to appropriate standards and will identify resources to accomplish necessary corrections.

GENERAL CONDITIONS OF THE TCEQ'S GRANT AGREEMENT

ARTICLE 1. PRELIMINARY MATTERS

- 1.1. **Survival of Obligations:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 1.2. **Transferability:** This Agreement is not transferable or otherwise assignable by the GRANTEE without the written consent of the TCEQ and any attempted transfer without such consent is void.
- 1.3. Any provision of the Contract Documents held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the TCEQ and the GRANTEE, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 1.4. **Notice of Conflict of Interest.** The GRANTEE shall notify the TCEQ in writing of any actual, apparent, or potential conflict of interest regarding the GRANTEE or any related entity or individual performing or having access to information regarding any portion of the Contract Activities. Any entity with an organizational conflict of interest and any individual with a personal conflict of interest shall not take part in any way in the performance of any portion of the Contract Activities that creates the conflict of interest or have access to information regarding any portion of the Contract Activities that creates the conflict of interest. The GRANTEE agrees that TCEQ has sole discretion to determine whether a conflict exists and a conflict of interest is grounds for termination for cause.

ARTICLE 2. GRANTEE'S RESPONSIBILITIES

Acknowledgment of Financial Support

- 2.1. The GRANTEE shall acknowledge the financial support of the TCEQ whenever work funded, in whole or part, by this Agreement is publicized, or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
Texas Commission on Environmental Quality
The preparation of this report was financed through grants from the
Texas Commission on Environmental Quality

If this Agreement contains Federal Conditions, the GRANTEE shall also acknowledge the financial support of the federal government according to those Federal Conditions.

Quality of the Work

- 2.2. The GRANTEE agrees that the grant activities are a project of the GRANTEE and that the GRANTEE shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the GRANTEE in accordance with the Contract Documents.

Supervision and Superintendence

- 2.3. The GRANTEE shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The GRANTEE shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The GRANTEE shall be responsible to see that the completed Work complies accurately with the Contract Documents.

Employment Practices

- 2.4. The GRANTEE agrees that in the performance of this Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The GRANTEE assures that no person will, on the grounds of race, creed, color, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Agreement.

Americans with Disabilities Act

- 2.5. The GRANTEE shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §12131 et seq., as well as state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the Uniform Grant Management Standards.

Safety and Protection

- 2.6. Where applicable, the GRANTEE shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the Work. The GRANTEE shall take all necessary safety precautions.

Hazardous Substances, Waste Disposal and Manifests

- 2.7. The GRANTEE, subcontractors and subgrantees must comply with all applicable Laws and Regulations in handling hazardous substances, waste disposal and waste manifests.

Permits and Licenses

- 2.8. Unless otherwise provided in the Contract Documents, the GRANTEE shall obtain and pay for all construction permits and licenses. The GRANTEE shall pay all charges of utility owners for connections to the Work, and the GRANTEE shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Compliance with Laws and Regulations

- 2.9. The GRANTEE shall give all notices and comply with all Laws and Regulations applicable to furnishing and performing the Work. Except where otherwise expressly required by applicable Laws and Regulations, the TCEQ shall not be responsible for monitoring the GRANTEE's compliance with any Laws or Regulations.

Energy Efficiency Standards

- 2.10. The GRANTEE shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with federal requirements.

Quality Assurance

- 2.11. All work funded by this Agreement that involves the acquisition of environmental data generated from direct measurement activities, collected from other sources, or compiled from computerized data bases and information systems shall be planned in consultation with the TCEQ and be

documented in a fully approved TCEQ Quality Assurance Project Plan (QAPP) before data collection can be implemented. If this Agreement contains Federal Conditions, the QAPP must be approved by the U.S. Environmental Protection Agency (EPA) Project Officer in compliance with the Federal Conditions of this Agreement.

- 2.12. The GRANTEE shall ensure laboratory data analyzed from the date of this agreement to July 1, 2008 is produced by laboratories (and subcontract laboratories) that conform to the NELAC Standards.

The GRANTEE shall ensure laboratory data analyzed on or after July 1, 2008, is produced by laboratories (and subcontract laboratories) that are accredited according to Texas Water Code Chapter 5, Subchapter R (TWC §5.801 et seq) and Title 30 Texas Administrative Code Chapter 25, Subchapters A and B.

- 2.13. If this Agreement is funded pursuant to the Texas Clean Rivers Program, the GRANTEE must perform on-site assessments of field monitoring activities for all sub-participants and/or subcontractors at least once during the Contract Term, for on-going projects, or once during the project's lifetime, for short-lived projects.

Title to and Management of Equipment

- 2.14. The GRANTEE agrees to conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all equipment acquired under this Agreement.
- 2.15. The GRANTEE agrees that, in the event any funds provided under this Agreement are in turn awarded to any subcontractor for the purchase or acquisition of any equipment by such other party, the GRANTEE's contract with that subcontractor shall include the requirement that such equipment will be returned to the GRANTEE at the end of the subcontract agreement. Grantees of the GRANTEE are not subject to this requirement.

Intellectual Property

- 2.16. Grant of License. With respect to such Intellectual Property as is (i) incorporated in the Work (other than Intellectual Property for which the TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), (ii) *produced* by the GRANTEE or the GRANTEE's employees, subcontractors, or subcontractor's employees during the course of performing the Work, or (iii) specifically identified in the Special Conditions as Intellectual Property to which Intellectual Property Rights are granted pursuant to this paragraph, the GRANTEE hereby grants to the TCEQ (i) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such Intellectual Property and associated use documentation, and (ii) a nonexclusive, perpetual, irrevocable, enterprise-wide license to authorize others to reproduce, publish, or otherwise use such Intellectual Property for the TCEQ's purposes to the extent GRANTEE possesses and has the legal right to convey such license. With respect to Intellectual Property involved in materials provided by the TCEQ to the GRANTEE for use under this Agreement, the TCEQ will, and hereby does, grant to the GRANTEE the same types of license described above.
- 2.17. Modification; Derivative Works. The TCEQ shall have the right, in its own discretion, to independently modify any Intellectual Property to which license is granted herein for the TCEQ's own purposes and use, through the services of its own employees or independent contractors. The TCEQ shall own all Intellectual Property Rights to such modifications. The GRANTEE shall not incorporate any such modifications into its Intellectual Property for distribution to third parties unless it first obtains a license from the TCEQ.

- 2.18. The GRANTEE shall include provisions in all subcontracts under this Agreement that require the subcontractor to comply with all Laws and Regulations relating to Intellectual Property.
- 2.19. The GRANTEE agrees that it will make no settlement which prevents the TCEQ from continuing use of the Intellectual Property without the TCEQ's prior written approval. In all events, the TCEQ shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

Records Access and Audit

- 2.20. The GRANTEE shall maintain books, records, documents, and other evidence reasonably pertinent to performance of the Work and requirements of the Contract Documents, including the Agreement and amendments thereto. All financial records shall be maintained in accordance with generally accepted accounting principles, the Uniform Grant Management Standards and these Contract Documents. The GRANTEE shall also maintain the financial information and data used in the preparation or support of any request for reimbursement (direct and indirect), price or profit analysis for this Agreement or any subagreement or subcontract and a copy of any cost information or analysis submitted to the TCEQ. The TCEQ, Texas State Auditor's Office, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of review, inspection, audit, excerpts, transcriptions and/or copying during normal business hours. The GRANTEE shall provide proper facilities for such access and inspection.
- 2.21. Records specified under this Section shall be maintained by the GRANTEE during performance of Work under this Agreement, and for three (3) years after final payments, final expenditure reports and all other pending matters are closed. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.
- 2.22. State Auditor's Office. Pursuant to Government Code §2262.003(a), Contractor understands that acceptance of funds under contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor understands that an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

Data and Publicity

- 2.23. Data and other information developed under this Agreement shall be furnished to the TCEQ and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, Texas Government Code §552 ("Act"). Upon termination of this Agreement, copies of data and information shall be furnished upon request, to include data bases prepared using funds provided under this Agreement, and become the property of the TCEQ.
- 2.24. All electronic data and information created and submitted electronically to the TCEQ under this Agreement will conform to the TCEQ required format and will be compatible with the TCEQ's software requirements.

- 2.25. The GRANTEE agrees to notify the TCEQ prior to releasing any information to the news media regarding the activities being conducted under this Agreement.

Lobbying Activities

- 2.26. As set forth in these Contract Documents, and in accordance with the Uniform Grant Management Standards, and State law, the GRANTEE shall not use funds provided under this Agreement to support lobbying or political activity either directly or indirectly. This preclusion includes funds paid in reimbursement of direct or indirect costs.

ARTICLE 3. GRANTEE'S PERFORMANCE

Standards for GRANTEE's Performance

- 3.1. In accordance with Chapter 2261 Texas Government Code, the TCEQ is required to monitor the GRANTEE's performance under this Agreement. The GRANTEE agrees that the standards set forth in the *Instructions for the Contractor Performance Evaluation Report* are appropriate standards for the GRANTEE's performance during the Agreement.

Performance Evaluation

- 3.2. The TCEQ will monitor the GRANTEE's performance and evaluate the level of compliance with the standards using the TCEQ Contractor Performance Evaluation Report form. The TCEQ may provide its written evaluation report to other governmental entities at any time. The GRANTEE waives any claim for damages against TCEQ for the evaluation.

Schedule of Remedies available to the TCEQ

- 3.3. In accordance with Chapter 2261 Texas Government Code, the following Schedule of Remedies applies to this Agreement in the event of substandard performance or other failure to conform to the requirements of the Agreement or applicable law.
- 3.3.1. Reject substandard performance and request corrections without charge to the TCEQ.
 - 3.3.2. Issue notice of substandard performance or other non-conforming act or omission.
 - 3.3.3. Request and receive return of any over payments or inappropriate payments.
 - 3.3.4. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - 3.3.5. Suspend all or part of the Work and/or payments pending accepted revision of substandard performance or non-conformity.
 - 3.3.6. Demand restitution and seek recovery, as permitted by law, of previous payments related to performance that is subsequently determined nonconforming.
 - 3.3.7. Terminate the Agreement and seek restitution, as permitted by law, of previous payments related to nonconforming performance.

Cumulative Remedies

- 3.4. The rights and remedies provided to the TCEQ in this Contract, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available under state and federal rules, regulations, and laws.

ARTICLE 4. PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

Procurement

- 4.1. All contractual expenditures using funds provided under this Agreement shall meet all procurement laws and regulations applicable to the GRANTEE and subcontractor. Note also that the Common Rule of OMB Circular A-102, as adopted in the Uniform Grant Management Standards, precludes the use of the cost plus a percentage of cost method of contracting.

- 4.2. The GRANTEE shall provide written certification to the TCEQ that their own procurement procedures conform to and reflect applicable laws and regulations and that their sub-recipients perform in accordance with the terms, conditions, and specifications of their contracts.
- 4.3. The GRANTEE must, on request, make available for review by TCEQ any pre-award review procurement documents, such as requests for proposals or invitations for bids, and independent cost estimates.
- 4.4. No employee, officer or agent of the GRANTEE shall participate in selection, or in the award or administration of a subagreement supported by this Agreement if a conflict of interest, real or apparent, would be involved, as described in the Uniform Grant Management Standards, Part III, Subpart C, Sec. __.36, Subsection (b) and other procurement laws and regulations applicable to the GRANTEE.
- 4.5. The GRANTEE shall be responsible for the management and fiscal monitoring of all subcontractors and subgrantees. The GRANTEE shall monitor its subcontractors and subgrantees to ensure that the subcontractors and subgrantees are operating consistently with applicable laws and regulations, applicable contracting policies, and these Contract Documents. The GRANTEE shall ensure that all subcontractors and subgrantees comply with all record keeping and access requirements set forth in these Contract Documents. The TCEQ reserves the right to perform an independent audit of all subcontractors and subgrantees. The GRANTEE, subcontractors and subgrantees shall maintain detailed records.
- 4.6. Funds provided by the TCEQ pursuant to this Agreement that are paid to the subcontractor shall be used by the subcontractor solely to satisfy the purposes of the Agreement.
- 4.7. All procurements by the GRANTEE of goods and/or services under this Agreement shall be conducted in a manner providing full and open competition in accordance with the Uniform Grant Management Standards, Part III, Subpart C, Sec. __.36, Subsections (b) through (i).
- 4.8. The GRANTEE shall perform a cost analysis in connection with all procurements in excess of \$5,000 which are not competitively procured. A cost analysis will also be required when adequate price competition is lacking and for sole source procurements, unless the reasonableness of the price can be established on the basis of a catalog or market price. Failure to follow these requirements for providing the greatest possible competition in a procurement are grounds for disallowance of costs for reimbursement.
- 4.9. To the extent authorized under the Constitution and laws of the State of Texas, all acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with the GRANTEE shall be considered to be the acts and omissions of the GRANTEE. Nothing in the Contract shall create a contractual relationship between TCEQ and any of the GRANTEE'S subcontractors, suppliers or other persons or organizations with a contractual relationship with the GRANTEE.

Sub-Grants

- 4.10. Payments by GRANTEE to subgrantees will be solely for reimbursement of actual allowable costs utilizing the same standards and requirements as the reimbursement payments from the TCEQ to the GRANTEE set out in this Agreement. No subgrant will be made on a fixed-amount of cost reimbursement unless this method is specifically approved by the TCEQ based on supporting evidence of proposed subgrantee's actual costs.

- 4.11. All subgrant agreements must be in writing. The standards and requirements for reimbursements and standards for performance will be incorporated into the subgrant agreements as well as other provisions required by this Agreement.

Historically Underutilized Businesses

- 4.12. The GRANTEE will reasonably provide opportunities for Historically Underutilized Businesses (HUBs) to participate in subcontracting under this Contract. If this Agreement contains Federal Conditions, the GRANTEE must also take steps to encourage participation by minority business enterprises and women's business enterprises in accordance with those Federal Conditions.

Sub-Contract Provisions

- 4.13. The GRANTEE will include the following clauses from this contract in each sub-agreement, as applicable:
- | | |
|--|--|
| Contract Term | Total Obligation Amount |
| Laws and Rules | Costs and Payments |
| Acknowledgment of Financial Support | Quality Assurance and Project Planning |
| Safety and Protection | Intellectual Property |
| Title to and Management of Equipment | Data and Publicity |
| Records Access and Audit | Lobbying Activities |
| Insurance, Liability and Indemnification | Performance Evaluation |
| Procurement, Subcontracts and Subgrants | |
| Hazardous Substances, Waste Disposal and Manifests | |

If this Agreement contains Federal Conditions, the GRANTEE must include appropriate clauses from those Federal Conditions in each sub-agreement, as applicable.

ARTICLE 5. CLOSE-OUT

- 5.1. When it is determined that all applicable administrative activities and all required work have been completed, the TCEQ shall close out the award. Within 60 days after the expiration or termination of the Agreement, the GRANTEE must submit all financial, performance, and other reports as required.
- 5.2. The TCEQ may make upward or downward adjustments to the allowable costs. The TCEQ will make timely payment to the GRANTEE for allowable reimbursable costs. Closeout of the grant does not affect:
- 5.2.1. The TCEQ's right to disallow costs and recover funds on the basis of a later audit or other review;
 - 5.2.2. The GRANTEE'S obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 - 5.2.3. Records retention as required herein;
 - 5.2.4. Property management requirements set forth herein; and
 - 5.2.5. Audit requirements set forth herein.
- 5.3. The GRANTEE must immediately refund to the TCEQ any balance of unobligated cash advanced that is not authorized to be retained for use on another grant.
- 5.4. Any funds paid to a GRANTEE in excess of the eligible costs constitute a debt to the TCEQ. If not paid within a reasonable period after demand, the TCEQ may reduce the debt by:
- 5.4.1. Making an administrative offset against other requests for reimbursement;
 - 5.4.2. Withholding advance payments otherwise due to the GRANTEE; or
 - 5.4.3. Other action permitted by law.

- 5.5. Upon satisfactory completion of the work performed hereunder, acceptance of such work by the TCEQ, and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement and as a condition thereto, the GRANTEE shall execute and deliver to the TCEQ a release of all claims for payment of any funds due and payable by the TCEQ pursuant to the terms of this Agreement. Such release shall be conditioned upon payment of all fund amounts due and payable to the GRANTEE under this Agreement, and limited to only those claims which reasonably could have been foreseen at the time the release is executed. The GRANTEE reserves the right to identify claims to be excluded thereby.
- 5.6. The GRANTEE shall provide to the TCEQ documentation showing all tasks that have been completed by the GRANTEE. The GRANTEE agrees that the determination of satisfactory completion of any and all work or other services performed or furnished under this Agreement will be based on the judgment of the staff of the TCEQ, which judgment will be exercised in a reasonable manner and in good faith.
- 5.7. Final Payment under this Agreement or settlement upon termination shall not constitute a waiver of the TCEQ's claims against the GRANTEE. The TCEQ may refuse to reimburse expenditures for which the GRANTEE submits a voucher more than 60 days after the termination date of this Agreement.

ARTICLE 6. CHANGES TO THE CONTRACT DOCUMENTS

- 6.1. Either party may, at any time, by written notification to the other party, request changes to the scope of this Agreement or in the services or work to be performed. If such changes are mutually agreed upon, including any increase or decrease in the GRANTEE's cost of, or time required for, performance of any services under this Agreement, this Agreement shall be modified in writing accordingly.
- 6.2. Any request for a change to the scope of this Agreement or in the services or work to be performed, must be in writing and be submitted to the TCEQ. The TCEQ shall review and approve or disapprove the request in writing.

Amendments

- 6.3. A formal Amendment to the Agreement is required for the following changes:
- 6.3.1. an increase or decrease in the Total Obligation Amount;
 - 6.3.2. an extension or shortening of the term of the Agreement;
 - 6.3.3. a significant change in the scope of the Agreement or the services to be performed; or
 - 6.3.4. any action that is beyond the authority of the Project Representative of the TCEQ.
- 6.4. Implementation of an amendment must be preceded by a formal written Amendment to the Agreement. The amendment must contain a description of the proposed change. The amendment must be signed by persons authorized to bind each party in contract.

Minor Changes

- 6.5. Matters not addressed by Amendments may be approved as Minor Changes by the TCEQ's Project Representative, including such changes as the extension of a deliverable due date. A Minor Change shall require the written consent of the TCEQ. A Minor Change does not require a formal Amendment to the Agreement. A copy of the authorization must be retained in the appropriate file of both the GRANTEE and the TCEQ.

Inclement Weather

- 6.6. A deadline set forth in the schedule of deliverables may be extended by a period equivalent to the time lost because of inclement weather that precludes work towards the completion of that

ARTICLE 6. RECORD DOCUMENTS, DATA, RECORDS, ACCESS, AND AUDIT

- 6.1 The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Contract.
- 6.2 In accordance with OMB Circular A-133, the recipient shall obtain a single audit if it expends \$500,000 or more a year in federal awards.

ARTICLE 7. LOBBYING AND LITIGATION

- 7.1 The GRANTEE agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subcontracts exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- 7.2 In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- 7.3 The GRANTEE shall forward to the TCEQ the Certification and Disclosures required to be submitted. Copies of the Certification and Disclosure forms are attached hereto as Exhibits to this Agreement.
- 7.4 Pursuant to EPA's annual Appropriations Act, the chief executive officer of the GRANTEE shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the GRANTEE agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, attached hereto as an Exhibit to this Agreement, within 90 days after the end of project period. The form can be accessed at <http://www.epa.gov/ogd/forms/adobe/5700-53.pdf>.
- 7.5 The GRANTEE shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

ARTICLE 8. DEBARMENT

- 8.1 The GRANTEE shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." GRANTEE is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. GRANTEE is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. GRANTEE acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
- 8.2 GRANTEE may access the Excluded Parties List System at <http://epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

ARTICLE 9. SALARY AND WAGE RATES

- 9.1 EPA participation in the salary rate (excluding overhead) paid to individual consultants shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2007, the limit is \$557.28 per day and \$69.66 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).
- 9.2 The GRANTEE agrees that for any portion of the Work determined by TCEQ to be in the nature of "construction" services whether or not considered a "public work," GRANTEE will require its subcontractors engaged to perform such "construction" work to agree in writing that such subcontracts will be subject to the requirement of the federal Davis-Bacon Act for paying wage rates prevailing in the areas to all workers performing services as part of the Work of this Agreement.
- 9.3 Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the Scope of Work.

ARTICLE 10. MINORITY BUSINESS ENTERPRISES / WOMEN'S BUSINESS ENTERPRISES (MBE/WBEs)

The GRANTEE shall take steps to encourage participation by minority business enterprises and women's business enterprises in the performance of this Contract. The GRANTEE accepts the applicable MBE/WBE "fair share" goals/objectives as follows:

MBE: Construction 34%; Supplies 18%; Services 22%; Equipment 13%
WBE: Construction 8%; Supplies 29%; Services 26%; Equipment 13%

The GRANTEE agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

The GRANTEE shall conduct the following actions in connection with solicitations for subcontractors and for suppliers (vendors) of contract-required goods and/or services:

- 10.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- 10.2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 10.3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- 10.4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 10.5. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the state General Services Commission;
- 10.6. Require the prime contractor, if subcontracts are to be let, to take the affirmative steps.
- 10.7. Each solicitation shall include a copy of the specifications, adequate information about the plans, scope of work, and requirements of the work to be subcontracted or the goods and/or services to be procured, and shall provide sufficient time to allow all interested parties the opportunity to participate effectively; and
- 10.8. Records of solicitations for subcontractor and/or vendor services, including the responses received from potential HUB/MWBE subcontractors and vendors, shall be maintained.

ARTICLE 11. OPERATION AND MAINTENANCE

- 11.1 The GRANTEE will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement, unless a particular practice did not function as planned and is reported in the progress report as not functioning. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards as documented in the Scope of Work. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained.
- 11.2 The TCEQ reserves the right to periodically inspect a practice during the time span of the project to ensure that operation and maintenance are occurring, and if it is determined that the GRANTEE, or its subcontractor(s), is not operating and maintaining the practice in an appropriate manner, the TCEQ may request a refund for all or a portion of that practice supported by the grant.

ARTICLE 12. SPECIAL GRANT CONDITIONS

- 12.1 Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
- 12.2 In accordance with EPA Order 1000.25 and Executive Order 13101, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of Executive Order 13101, dated September 14, 1998, revoked Executive Order 12873, Federal Acquisition, Recycling, and Waste Prevention in its entirety.

- 12.3. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds, complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
- 12.4 Under the Paperwork Reduction Act of 1995, Office of Management Budget (OMB) clearance must be obtained prior to collecting information from 10 or more persons and will use EPA's name while collecting the information under this project. The term "person" means an individual, partnership, association, corporation, business, trust, or legal representative, an organized group of individuals, a State, territory, or local government or branch thereof, or a political subdivision of a State, territory, or local government or a branch of a political subdivision. The EPA Project Officer is responsible for requesting clearance from OMB.
- 12.5 The GRANTEE shall submit to the TCEQ Project Representative, for review and approval a written Quality Assurance Project Plan for the grant project 105 days prior to the initiation of any environmental measurements or data generation. The QAPP shall comply with the guidelines specified in the document entitled, *EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations, EPA QA/R5, (EPA/240/B-01/003)*. If a change in the QAPP is needed after EPA approval, the GRANTEE must notify the TCEQ Project Representative immediately and request approval for the change prior to implementation of the change.

The GRANTEE shall revise and submit to the TCEQ Project Representative, for review and approval a revised written Quality Assurance Project Plan for each subsequent year of the grant project 105 days prior to the initiation of any environmental measurements or data generation planned during the year. If the QAPP is current, the GRANTEE may, in lieu of submitting a revised written QAPP for a subsequent year, certify in writing to the TCEQ Project Representative that the QAPP is current and up-to-date. The written certification shall include copies of the GRANTEE's new approval pages for the QAPP.

The GRANTEE shall allow TCEQ and EPA to conduct on-site audits and shall participate in TCEQ and EPA performance evaluation studies.

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SCOPE OF WORK

The GRANTEE shall perform the tasks described in this Scope of Work as well as comply with all deadlines as they are more fully set out in this Scope of Work.

TRINITY RIVER BASIN ENVIRONMENTAL RESTORATION INITIATIVE

Urban Water Education Initiative And Rural Ecological Restoration Initiative

BACKGROUND

On September 5, 2006 Governor Rick Perry announced the Trinity River Basin Environmental Restoration Initiative. The Trinity River, a 512-mile river that stretches from north of the Dallas-Fort Worth Metroplex to Galveston Bay, and its natural resources are important assets to Texas. With more than 8.9 million residents, the river and its 1,983 miles of major tributaries drain an area of more than 11.5 million acres and supports water needs for 40 percent of the state's population. Many of these residents, urban and rural, depend on the river and its natural resources for maintaining quality of life and economic prosperity. Increased development and changes in land use, however, threaten water quality, groundwater availability, recreational opportunities and flood control of the basin.

TASK 1: PROJECT COORDINATION AND ADMINISTRATION

Objective: To effectively coordinate and monitor all work performed under this project including technical and fiscal management, preparation of status reports, and maintenance of project files and data.

A leadership team will be organized to guide the development and delivery of the Trinity River Basin Urban Water Education Initiative. Texas AgriLife Research and Extension Urban Solutions Center will perform accounting functions for project funds and be responsible for developing timely and accurate reports. Quarterly Progress reports will document project activities and will be submitted no later than thirty (30) days after the close of the quarter.

- Task 1.1 Team Organization** – Texas AgriLife Research and Extension Urban Solutions Center will assemble a team made up of university, TCEQ, Texas AgriLife Extension Service, Texas AgriLife Research, Texas Water Resources Institute (TWRI), NCTCOG, Trinity River Authority (TRA), water district, and municipal personnel to guide the development and delivery of the Trinity River Basin Urban Water Education Initiative in North Central Texas and greater Houston area. This team will meet quarterly to discuss project status, provide input, and coordinate project activities. Quarterly meetings will consist of face-to-face meetings, teleconferences, and TTVN meetings as appropriate.
- Task 1.2 Project Coordination** – Texas AgriLife Research and Extension Urban Solutions Center will coordinate with educational/informational activities of the NCTCOG, Texas AgriLife Extension, TCEQ, TWRI, TRA, local cities, river authorities, etc.
- Task 1.3 Quarterly Progress Reports** – Texas AgriLife Research and Extension Urban Solutions Center will prepare electronic quarterly progress reports (QPRs) for submission to the TCEQ and all members of the leadership team. QPRs will be submitted by the 15th of the month following each state fiscal quarter for incorporation into the Grant Reporting and Tracking System (GRTS). The Reports are to include:
- Status of deliverables for each objective
 - Narrative description in progress report format
- Task 1.4 Project Oversight** – Texas AgriLife Research and Extension Urban Solutions Center Project Manager will provide technical and fiscal oversight to ensure tasks and deliverables are acceptable and completed as scheduled and within budget. With TCEQ Project Lead authorization, Texas

AgriLife Research and Extension Urban Solutions Center may secure the services of contractors as necessary. Project oversight status will be documented in the Quarterly Progress Status Reports. In addition, Texas AgriLife Research and Extension Urban Solutions Center will attend meetings with project manager and other meetings, as needed, to review project status, deliverables, etc.

- Task 1.5** **Reimbursement Forms** – Texas AgriLife Research will submit appropriate Reimbursement Forms (2 copies), purchase vouchers (269a, and 269a 1-4) and Small and/or Minority Owned Business Report (where applicable) by the last day of the month following each state fiscal quarter.
- Task 1.6** **Contractor Evaluation** – Participation in Contractor Evaluation.
- Task 1.7** **Project Fact Sheet** – Develop a one-page fact sheet of the project that briefly describes what the project is going to accomplish, gives background information on why the project is being conducted, and lists who is involved in the project.

Deliverables:

- Quarterly TTVN or Teleconference – May 30, 2008; August 30, 2008; November 30, 2008; February 28, 2009; May 30, 2009; August 30, 2009; November 30, 2009; February 28, 2010; May 30, 2010; August 30, 2010
- Meeting notices, agendas, meeting summaries, meeting materials, and lists of attendees of leadership team meetings – with Progress Reports
- Quarterly Progress Reports – March 15, 2008; June 15, 2008; September 15, 2008; December 15, 2008; March 15, 2009; June 15, 2009; September 15, 2009; December 15, 2009; March 15, 2010; June 15, 2010; August 30, 2010
- Reimbursement Forms – March 30, 2008; June 30, 2008; September 30, 2008; December 30, 2008; March 30, 2009; June 30, 2009; September 30, 2009; December 30, 2009; March 30, 2010; June 30, 2010; August 30, 2010
- Contractor Evaluations – September 30, 2008; September 30, 2009; August 30, 2010
- Project Fact Sheet -- June 30, 2008

TASK 2: WATER QUALITY AND CONSERVATION EDUCATION PROGRAM

Objective: To develop/enhance water educational program being conducted in the DFW Metroplex and Houston Area. The goal is to develop an exemplary/coherent Trinity River Basin educational program.

- Task 2.1** **Compile and Summarize Existing Programs** – Texas AgriLife Research and Extension Urban Solutions Center with assistance from NCTCOG, TWRI, TRA and Texas AgriLife Extension will collect and compile information about existing training programs.
- Task 2.2** **Education Program** – As directed by the TCEQ and Project Leadership Team, Texas AgriLife Research and Extension Urban Solutions Center in cooperation with Texas AgriLife Extension will utilize existing water educational material such as Water Wise and Water IQ, etc. and those compiled and discussed for subtask 2.1, to respond to the needs of continuing water education efforts. In instances where gaps in educational programming are identified, Texas AgriLife Research and Extension Urban Solutions Center and Texas AgriLife Extension will lead development of area specific materials.
- Task 2.3** **Watershed Education Web site** – TWRI will develop (Months 1-3), host, and maintain (Months 3-36 and beyond) an internet Web site for information sharing and use by education programming participants. Web site delivery of information will be the most time and cost effective way to disseminate information to interested people or groups. The target audience for this Web site will be the general public in an effort to increase their knowledge of water quality issues and conservation. Information presented through the Web site will include:
- PDF versions of all reports, course materials, and presentations generated.
 - Links to all cooperating and/or participating agencies for additional information.
 - Texas Commission on Environmental Quality

- Texas AgriLife Research and Extension Urban Solutions Center
- Texas AgriLife Extension
- Texas Water Resource Institute
- Texas AgriLife Research
- North Central Texas Council of Governments
- Trinity River Authority
- Upper Trinity Watershed Partners
- Cooperating Cities and Counties (DFW Metroplex and the greater Houston area)
- TSSWCB supported Envirocast (eLife) project
- Schedule of upcoming meetings/programs dealing with this project.

In an effort to reach as many individuals as possible this project will cooperate with the TSSWCB supported eLife project which utilizes channel 11 news in Fort Worth to disseminate environmental information. Texas AgriLife Research and Extension Urban Solutions Center and TWRI have signed up to be content providers to this project. This Web site will link clips of educational news stories dealing with water quality, NPS pollution and conservation. The eLife program will be used as a resource to disseminate information but will not be eligible for funding outlined in task 3.

Task 2.4 **Develop and Administer Survey** – Texas AgriLife Extension will oversee the development of a statistically based survey of public awareness, knowledge, and activities to measure changes in attitudes and behavior over time - ultimately resulting in the prevention of NPS pollution. This scantron-based survey will be administered at selected educational programs.

Deliverables:

- Summary of existing programs – June 15, 2008
- Copies of educational materials – June 15, 2008
- Water Education Web site – Online June 15, 2008; updated September 15, 2008; December 15, 2008; March 15, 2009; June 15, 2009; September 15, 2009; December 15, 2009; March 15, 2010; June 15, 2010; August 30, 2010
- Results of public awareness and increased knowledge surveys from educational events – Survey June 15 2008; Survey outcome reports September 15, 2008; December 15, 2008; March 15, 2009; June 15, 2009; September 15, 2009; December 15, 2009; March 15, 2010; June 15, 2010; August 30, 2010

TASK 3: WATER EDUCATION MINIGRANT PROGRAM

Objective: To provide additional resources for participating cities, counties, and agencies to conduct water education programs in the Dallas-Fort Worth Metroplex and Houston Area utilizing the model Trinity River Basin educational program components identified in objective 2.

Task 3.1 **Organize Mini-grant Program** – Texas AgriLife Research and Extension Urban Solutions Center will develop a Request for Proposals (RFP) to solicit proposals from cooperating entities to develop/expand educational programs in a specific area. Texas AgriLife Research and Extension Urban Solutions Center and the Project Leadership Team will rank proposals received and fund those with the highest priority. Texas AgriLife Research and Extension Urban Solutions Center will work with grantees to monitor program success and compile program results. These outcomes will be reported to TCEQ in Quarterly Progress Reports submitted by Texas AgriLife Research and Extension Urban Solutions Center.

Task 3.2 **Develop and Administer Survey** – Texas AgriLife Extension will oversee the development of a survey to measure knowledge gained by program participants. This scantron-based survey will be administered at selected educational programs to demonstrate program effectiveness; assess knowledge gained, and identify areas where additional education is needed. The survey will be designed to allow easy adaptation by topic presented and target audience.

Deliverables:

- Mini-grant Program Implementation – June 15, 2008
- Development of Survey – Survey June 15, 2008, December 15 2008

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- Summary of survey results -- September 15, 2008; December 15, 2008; March 15, 2009; June 15, 2009; September 15, 2009; December 15, 2009; March 15, 2010; June 15, 2010; August 30, 2010

TASK 4: DEVELOPMENT OF GEODATA RESOURCES

Objective: To develop Geodata resources that will lead to restoration of water quality in waterbodies impacted by NPS pollution and of natural riparian habitat.

Task 4.1 Development of Geodata - identifies geodata resources necessary for building a hydrologic model framework for developing watershed restoration programs. Provides a framework to prioritize areas for restoration practices and identifying the best candidates where such changes will most likely lead to improvements in water quality and basin hydrology. As this effort contributes to the development of a Trinity River Eco-Hydrology Modeling framework, model-specific soil (textural class, water retention, hydraulic conductivity), topography (DEM, topographic indices for surface/subsurface hydrology), and vegetation (type, coverage, LAI) maps at different resolutions will be developed for the Trinity river basin.

Task 4.2 Data Verification. Use the expertise from wetlands scientists and hydrologists to verify prioritization of areas selected, which provide environmental benefit through habitat restoration efforts.

Deliverables:

- Floodplain maps, with soils, topography, landuse, etc. -- March 15, 2009
- Derived datasets which could be used for modeling activities within the Trinity River Basin -- June 15, 2009

TASK 5: SUBMIT FINAL REPORT

Objective: To provide TCEQ with a comprehensive report on the activities and success of the project managed by Texas AgriLife Research and Extension Urban Solutions Center.

Task 4.1 **Draft Report**

Task 4.2 **Final Report**

Deliverables:

- Draft Report -- June 30, 2010
- Final Report -- August 30, 2010

**Texas Commission on Environmental Quality
FINANCIAL STATUS REPORT**

EXHIBIT 1

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ CONTRACT NUMBER: 582-8-				
6. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO				
7. ACCOUNTING BASIS: <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD: FROM _____ TO _____		9. PERIOD COVERED BY THIS REPORT: FROM _____ TO _____		
10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. Personnel/Salary				
b. Fringe Benefits (%)				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Other - In-kind or third party contributions ***				
j. Total Direct Costs (Sum a - i)				
k. Indirect Costs (% x \$ Base)				
l. Total Costs (Sum of j & k)				
m. Recipient Cost Share (40%)				
n. Total Reimbursable Costs (l minus m)				
<p>* List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment B of your contract.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p> <p>*** The value of third party in-kind contributions (eg. volunteer hours) must be approved and cannot exceed the recipient's cost share.</p>				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official _____				
Typed or Printed Name and Title _____				
Telephone (Area code, number and ext.) _____			Date Submitted _____	

TCEQ Form 20248 (rev. 7/7/06)

TCEQ / Texas AgriLife Research
Contract No. 582-8-77062

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS

EXHIBIT 1 (contd.)

PERSONNEL/SALARY EXPENDITURES (during this report period)

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
A. PERSONNEL/SALARY			
<p>All Employees listed on current PEL? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. FRINGE Rate = _____ % Total for the reporting period = (Do not include fringe in total at right)</p>			
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)			

TRAVEL EXPENDITURES (during this report period)

EMPLOYEE(S)	DATE(S) OF TRAVEL	DESTINATION & PURPOSE OF TRAVEL	MEALS \$	LODGING \$	TRANSPORTATION \$	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)						\$

* SUPPLEMENTAL DOCUMENTATION (time sheets, travel receipts, etc.) IS NOT REQUIRED TO BE ATTACHED TO THIS FORM; however each traveler's costs must be itemized to show costs for meals, lodging and transportation (itemization may be attached).

TCEQ Supplemental Form 20248-1

ITEMIZATION OF SUPPLY AND OTHER COSTS

EXHIBIT 1 (contd.)

SUPPLIES PURCHASED (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248)				

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)				

TCEQ Supplemental Form 20248-2

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL EXPENDITURES **EXHIBIT I (contd.)**

EQUIPMENT PURCHASES (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)				

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENDITURES (must agree with line 10f on Form 20248)			

* LEGIBLE RECEIPTS MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

TCEQ Supplemental Form 20248-3

ITEMIZATION OF CONSTRUCTION COSTS and COST SHARE

EXHIBIT 1 (contd.)

CONSTRUCTION COSTS (during this report period)

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL CONSTRUCTION EXPENDITURES (must agree with line 10g on Form 20248)		\$	

* LEGIBLE RECEIPTS MUST BE ATTACHED FOR ALL LISTED EXPENDITURES

OTHER IN-KIND or THIRD PARTY CONTRIBUTIONS (costs during this report period)

DESCRIPTION	PURPOSE	COST (THIS PERIOD)	TASKS
TOTAL IN-KIND CONTRIBUTIONS (must agree with line 10i on Form 20248)		\$	

* DOCUMENTATION MUST BE ATTACHED FOR IN-KIND CONTRIBUTIONS - In-kind Contributions in excess of Required Cost Share CANNOT be reimbursed.

COST SHARE (Matching costs during this report period)

DESCRIPTION	CALCULATION OF MATCH REQUIRED	MATCH (THIS PERIOD)	TASKS
Total Costs minus 40%	\$__ x 40%		All
TOTAL COSTS SHARED by Recipient (must agree with line 10m on Form 20248)		\$	

TCEQ Supplemental Form 20248-4

TCEQ HUB Progress Assessment Report (PAR)

EXHIBIT 2

Part A. Identifying Information.

1. TCEQ Contract No.: _____ 2. Your Invoice No.: _____
3. Work Order No. (if applicable) _____ 4. For work completed between ____ / ____ / ____ and ____ / ____ / ____
5. Prime Contractor ("You"): _____ 6. Prime Contractor Vendor ID #: _____
7. Contact: _____ 8. Phone: (____) _____
9. Is the Prime Contractor a Texas certified HUB and performing at least 25% of the total value of the contract? Yes ___ No ___

Part B. Current Invoice FOR HUB and/or Non-HUB Subcontracting Information.

10. ☐ Check box if no HUB and/or Non-HUB subcontractors have been used this period, otherwise fill out below listed table:

Name and Address of HUB and/or Non-HUB Subcontractor	Vendor ID No.	Type of HUB	Provided*:	Value of this subcontractor's participation for this invoicing period
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Services <input type="checkbox"/> Commodities	\$
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Services <input type="checkbox"/> Commodities	\$
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Services <input type="checkbox"/> Commodities	\$
Total				\$

* If subcontractor's services include both labor and materials, check "services" only.

Note: If you need room to list more subcontractors, enter this information on a plain sheet of paper and attach it to this form.

11. Total of current invoice: \$ _____
12. Total of current invoices from certified HUB subcontractors: \$ _____
13. Percent of HUB expenditures for this invoice: _____ %
(line 12 ÷ line 11) x 100
- Part C. Total Contract/HUB Subcontracting Information
14. Total amount invoiced to date: \$ _____
15. Total invoiced from certified HUB Subcontractors to date: \$ _____
16. Percent of HUB invoices for total contract to date: _____ %
(line 15 ÷ line 14) x 100
17. HUB subcontracting goal for this contract: _____ %

Part D. Affirmation. The information provided on this form is complete and correct. You or our representative must sign here:

18. Name: _____ Signature: _____ 19. Date: _____

Part E. Other Information. For TCEQ use only. (Project manager: Complete this box and sign.)

Type of funding: <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Both Check if prime contractor is one of the following: <input type="checkbox"/> River Authority <input type="checkbox"/> Interlocal Index: _____ COBJ: _____	Date In: ____ / ____ / ____ PCA Code(s) Printed Name: _____ Signature: _____
--	--

General Information

The purpose of this form is to help the Texas Commission on Environmental Quality (TCEQ; "us") to track the value of business we do with Texas-certified "historically underutilized businesses" (HUBs) and federally designated "minority- or woman-owned business enterprises" (MWBEs). In this form, the acronym "HUB" refers to both of these classes of businesses.

Do I Have to Complete This Form?

If we have awarded you a contract to provide us with professional services, other services, or commodities and your contract contains a subcontracting plan, then you must complete this form each time you submit an invoice or set of invoices to us—even if no subcontracting occurred during the period covered by these invoices.

If you are a HUB, you must perform at least 25 percent of the total value of the contract with your own or leased employees as defined by the Internal Revenue Service in order for the agency to receive 100 percent HUB credit for the entire contract. You may subcontract more than 75 percent of the contract with HUBs or non-HUB subcontractors, but you must report to us the value—both dollar amount and percentage—of your contract that was actually performed by you and your subcontractors during each invoicing period.

Where Do I Turn This Form In?

When you have completed this form, attach it to your invoices and submit it to our project manager for your contract.

Where Can I Get More Answers?

If you have any other questions, call the project manager named on your contract or our HUB Program Director: (512)239-1273).

Definitions

These brief definitions may help you complete this form. For terms where a full legal definition may be helpful, we have cited the rule or law that gives that definition.

Commodities—materials, supplies, or equipment. May include consumable articles (for example, office supplies) or durable items (for example, computers, furniture, or equipment).

Other services—all services other than construction and professional services, including consulting services (Texas Government Code, Chapter 2254, Subchapter B).

Prime contractor (or "prime")—any business, agency, or individual who provides commodities or services to us under a purchase order or other contract.

Professional services—services of accountants, architects, engineers, land surveyors, optometrists, and physicians (Texas Government Code, Chapter 2254, Subchapter A).

Services—(1) functions performed for us by an outside source—for example, equipment repair, consulting, hazardous waste disposal, or work by short-term temporary employees.

(2) similar functions performed for the prime contractor by an outside source.

Subcontractor—any business, agency, or individual (other than an employee) who provides commodities or services to the prime contractor.

Total contract (Item 14)—on this form, total value of your contract with us, including all monetary amendments, if any.

Vendor ID No.—the 11-digit taxpayer identification number assigned to this subcontractor by Comptroller of Public Accounts. The subcontractor should be able to provide you with this number.

Instructions

1. TCEQ Contract No. - Enter the contract number we have assigned to this contract. This number appears on the first page of the contract.

2. Your Invoice No. - Enter your invoice number for each invoice you are submitting with this form.

3. Work Order No. - If applicable, enter your work order number for the site, phase, or program.

4. For work completed between - Enter the period of time in which the work covered by these invoices was carried out.

5. Prime Contractor - Enter the name of the contractor to which we awarded this contract.

6. Prime Contractor Vendor ID# - Enter the 11-digit vendor identification number the Comptroller of Public Accounts has assigned the prime contractor.

7. Contact - Enter the name of the person authorized to complete this form for the prime contractor. We will contact this person if we have any questions about the information you have provided on this form.

8. Phone - Enter the phone number at which we can reach the contact person named in Item 7.

9. Indicate "Yes" or "No".

10. HUB and/or Non-HUB Subcontractor Information - First column—Enter the complete name and address of each subcontractor. Enter information about this subcontractor in the remaining columns of this row. Check box if no subcontractors were used during this invoicing period.

Second column—Enter the 13-digit vendor identification number the Comptroller of Public Accounts has assigned to this HUB subcontractor.

Third column—You have three options:

- ☐ If this subcontractor is a minority-owned business enterprise, check "MBE."
- ☐ If this subcontractor is a woman-owned business enterprise, check "WBE."
- ☐ If this subcontractor qualifies as both an MBE and a WBE, check both boxes.

Fourth column—Indicate, by checking the appropriate box, whether the subcontractor provided services or commodities. (If both, check "services" only.)

Fifth column—Enter the total of all invoices attached for this HUB subcontractor.

11. Total of current invoice - Enter the total of the Prime Contractor's current invoice.

12. Total of current invoices from certified HUB subcontractors - Enter the total amount of all attached invoices from HUBs.

13. Percent of HUB expenditures for this invoice - Use the instructions on the PAR form to calculate the percentage of this invoice that HUB subcontractors have completed.

14. Total amount invoiced to date - Enter the total of all invoices you have submitted to us to date for this contract, including the invoices attached to this PAR form.

15. Total of HUB expenditures on the total contract to date - Enter the total of all HUB subcontractor invoices for this contract to date.

16. Percent of HUB invoices for the total contract to date - Use the instructions on the PAR form to calculate the percentage of this contract that HUB subcontractors have completed to date.

17. HUB Subcontracting goal for this contract - The HUB goal is stated as a percentage in your contract. Enter the HUB goal here.

18. Name and Signature - The contractor or authorized representative of the contractor.

19. Date - Enter the date you completed this report.

CONTRACTOR'S PERFORMANCE EVALUATION REPORT

Final Report (Check only if the contract has ended and this is the last Performance Report)

Report No. _____ of _____
 Contractor: _____
 Project Name (if applicable) _____
 Date of Last Report: _____

Today's Date: _____
 Evaluation Period: From _____ to _____
 Contract No./ Purchase Order No. _____
 Phase (if applicable) _____
 Date of Program's Last Site Visit: _____
 (if applicable)

Brief Description of Work / Services (optional): _____

Performance Category	Ratings				Comments
	Exceeds Expectations Score=3	Satisfactory Performance Score=2	Marginal Performance Score=1	Unsatisfactory Performance Score=0	
Quality & Accuracy					Please provide a narrative description for ratings of one or below (attachments are acceptable.)
Timeliness					
Reports					
HUB (for Quarterly Reporting, complete this portion only and return)					
Communication					
Cost Control					
Technology					
Other (describe)					
XXX					

Evaluator's Name _____
 (Printed or Typed)

Signature _____

Division _____

Section: _____

XXX Requires an attachment describing category and rating description, which corresponds.

Note: Please see reverse side for specific definitions for each performance category and an explanation for each score.

TCEQ / Texas AgriLife Research
 Contract No. 582-8-77062

EXHIBIT 3 (contd.)

CONTRACTOR'S PERFORMANCE EVALUATION REPORT - Category Descriptions

PERFORMANCE CATEGORY	EXCEEDS EXPECTATIONS (Score = 3)	SATISFACTORY PERFORMANCE (Score = 2)	MARGINAL PERFORMANCE (Score = 1)	UNSATISFACTORY PERFORMANCE (Score = 0)
1. <u>Quality and Accuracy</u> Quality, sufficiency, and accuracy of contract-required work, including work or tasks performed by subcontractors	Work product always, with rare exceptions, of excellent quality. No revisions required.	Work product of satisfactory quality with only typical errors and omissions, which were corrected upon request.	Work product is acceptable, although many errors and/or omissions had to be corrected prior to product being acceptable.	Work product not acceptable or of very low quality, with many errors and omissions noted. Not all errors and omissions corrected.
2. <u>Timeliness</u> Timeliness with respect to completing contract-required work and/or work-related tasks, including work performed by subcontractors	All tasks and contract deliverables on time or ahead of schedule. Quality of work did not suffer as a result of the time line.	Some intermediate task delays, not expected to cause major deadlines to be missed or to require contract extension. Prior approval granted for any other delays.	Some major work performance delays caused (or expected to cause) delivery schedules to be missed.	Required work product not completed on time, due to factors that should have been under contractor's control.
3. <u>Reports Accuracy</u> , adequacy, and timeliness of contract-required activity/progress reports, notifications, financial reports, invoices, pay requests and other required documents, excluding HUB reports	All reports accurate and complete, as well as on time. No rewrites or additional information required.	Reports satisfactory with respect to both quality and timeliness. Contractor responded quickly and appropriately to questions or comments raised.	Numerous errors and/or omissions corrected prior to reports being acceptable (or reminders of reports due were required to be sent). Reports not later than 5 working days.	Reports consistently of poor quality and/or late. Contents inadequate to permit interpretation or analysis. Reports more than 5 working days late.
4. <u>HUB</u> Contractor's achievement of (or continued responsiveness toward) contract-contained HUB subcontracting goals and/or Good Faith Effort (GFE) requirements, including timely and accurate submittal of contract-required HUB-related reports	Prime consistently meets or exceeds (and has adequately documented) the HUB goals established in contract, or consistently meets and documents HUB GFE requirements.	Contractor's HUB/GFE activities satisfactory, although not all goals achieved or reported in a timely manner.	Reports either not received on time, or have lacked information necessary to fully document GFE or other HUB subcontracting commitments.	Contractor did not meet (or did not document) the HUB goals established in the contract.
5. <u>Communication</u> Contractor's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the Contract Manager, plus contractor's demonstrated relationship with subcontractors	Contractor consistently maintains excellent standing with subcontractors, including timely payments. Works as a team member and is flexible and responsive to changes in circumstances or scope of work.	Contractor is usually flexible and responsive to changes in circumstances or scope of work. Generally maintains good standing with subs, and ensures that they are paid promptly.	Contractor is only intermittently responsive to changes in contract scope or other circumstances. Marginal team player. Failed to make timely payments to subs on one or two occasions.	Not flexible to changes in scope or other circumstances. Not cooperative or accessible. Failed to maintain good standing with subs and failed to make payments on more than two occasions.
6. <u>Cost Control</u> Contractor's cost control effectiveness and/or budget management skills	Contract performed at or below allowed cost, with no loss of quality.	Contract performed at less than 5% above allowed cost with adequate quality	Contract performed at 5 - 10% above allowed cost.	Contract performed at >10% above allowed cost.
7. <u>Technology</u> Contractor's demonstrated technical competence and/or expertise (including competence and expertise of subcontractors), plus contractor's innovativeness and willingness to apply, within the limitations of the contract, new techniques or technologies	Contractor is comfortable with and applies current proven technology. But is familiar with, and willing to use, latest techniques and solutions where such are appropriate.	Contractor is capable of applying current proven technology. Is aware of, but not experienced in the use of latest techniques and solutions.	Contractor usually uses more basic technology to solve contract problems. Is aware of, but has little or no experience in the use of more current proven techniques and solutions.	Contractor can only apply basic technology to tasks. Requires direction concerning appropriate technology and solutions.
8. <u>Other</u> DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE	DESCRIBE

EPA

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

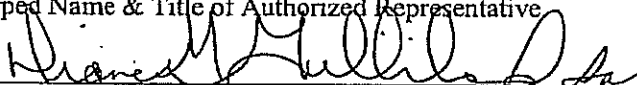
The Prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Mark A. Hussey, Director

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

Date

3-20-08

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loan, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to the civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Texas AgriLife Research

ORGANIZATION NAME

AWARD NUMBER

Mark A. Hussey, Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Please check appropriate box below:

- ☐ Disclosure Form attached
☐ Disclosure Form Forthcoming
☐ Disclosure Form Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Mark A. Husey, Director	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made of entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Print Name: N/A Title: Telephone No: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

EXHIBIT 6 (contd.)**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard, Miami.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, and Middle Name (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minute per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

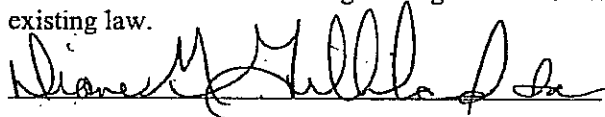
INSTRUCTIONS:

* At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.



Signature of the Chief Executive Officer

Date

3.30.08

Mark A. Hussey, Director

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

EPA Form 5700-53¹ (Rev. 7-02)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

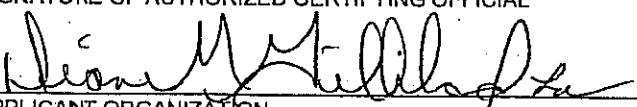
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508, and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Mark A. Hussey, Director	
APPLICANT ORGANIZATION Texas AgriLife Research		DATE SUBMITTED March 18, 2008	